

Dear DOGM,

10-24-05

~~5/003/058~~
5/003/058

These permits fees are for

m/003/050 — \$500⁰⁰

S/003/058 — \$150⁰⁰

also I am withdrawing the application to amend the reclamation plan on the Briggs Quarry.

Sincerely

Harry Peterson

Gold Star Stone

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OCT 26 2005
DIV. OF OIL, GAS & MINING

Jul 28

To: Joelle

Withdrew
10-26-05
JB

Here is "Draft". If everything
looks good ~~it~~ will take out. C.D.s
I thought Lyn said additional acreage
was \$3000 / Acre if not please
correct me.

Thank you

B Peterson

Gold Star Stone

208 862 9204

44 Pages

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FORM MR-RC
Revised May 9, 2005
RECLAMATION CONTRACT

File Number _____

Effective Date _____

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT

—00000—

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

5030058
Quartzite

"MINE LOCATION":
(Name of Mine)
(Description)

Briggs Quarry
1/2 miles so. 2 1/2 W of State
line cattle guard Id / Lyn Rd
Lyn Utah Box Elder County

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

2
(Refer to Attachment A)

"OPERATOR":
(Company or Name)
(Address)

K4 Ranch / Gold Star Stone
Po Box 62
OAKLEY ID
83346
208 862 9204

(Phone)

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DIV. OF OIL, GAS & MINING

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

Mona Burton
Holland + Hart
~~Salt Lake~~ 60E So Temple, Ste 2000
Salt Lake City Utah 84111
801 595 7800

"OPERATOR'S OFFICER(S)" & TITLE:Barry Peterson Pres**SURETY":**

(Form of Surety - Attachment B)

CoD**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

DL Evans Bank**"SURETY AMOUNT":**

(Escalated Dollars)

\$ 6000**"ESCALATION YEAR":**2010**"STATE":****"DIVISION":****"BOARD":**State of UtahDivision of Oil, Gas and MiningBoard of Oil, Gas and Mining**ATTACHMENTS:**

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Gold Star Stone the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. 5030058 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

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NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention approved/accepted by the Division on _____ The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

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amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

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DIV. OF OIL, GAS & MINING

OPERATOR:

Gold Star Stone
Operator Name

By Barry R. Peterson
Authorized Officer (Typed or Printed)

Pres.
Authorized Officer - Position

Officer's Signature Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 20____,
personally appeared before me, who being by me duly sworn did say that he/she is the
_____ of _____ and duly acknowledged
that said instrument was signed on behalf of said company by authority of its bylaws or
a resolution of its board of directors and said _____ duly
acknowledged to me that said company executed the same.

Notary Public
Residing at _____

My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By John R. Baza, Director

Date _____

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 20____, _____
personally appeared before me, who being duly sworn did say that he, the said
_____ is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires: _____

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ATTACHMENT "A"

Gold Star Stone
Operator

Briggs Quarry
Mine Name

SO 30058
Permit Number

Box Elder County, Utah

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 2 acres under the approved / accepted permit and surety, as reflected on the attached map labeled MAP E and dated _____:

Portions of the

W 1/2 SW 1/4 of NE 1/4 of Sec 21, T14N, R17W

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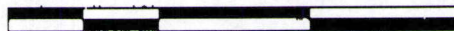
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DIV. OF OIL, GAS & MINING

MAP E

- August, 2002 disturbed Area (0.99 ac.)
- Mine Access Road w/approved post mining use (9.06 ac.)
- Mine Access Roads - to be Reclaimed (approved - 9.24 ac. - - current - 16.36 ac.)
- Proposed Mine Access Roads (.79 ac.)
- Reclaimed Roads (2.18 ac.)

1000 0 1000 2000 Feet



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Township 14 North, Range 17 West
Sections 16, 17, 20, 21, and 28, SLBM

DIV. OF OIL, GAS & MINING
Cotton Thomas Basin Quad

